

## VACATION RENTAL AGREEMENT FOR CARIBE TESORO

This Vacation Rental Agreement (“Agreement”) constitutes a contract between Caribe Tesoro Property Management (“Caribe Tesoro”), as agent for the “Owner” of the property, and the undersigned “Guest”, whether one or more.

Making the reservation, or signature on this Agreement, or payment of money, or taking possession of the property after receipt of the Agreement, is evidence of your acceptance of the Agreement and your intent to use the property for a vacation rental.

In signing this Agreement the Guest agrees to abide by the following conditions as they pertain to the property and rental dates listed below.

- 1. RENTAL PERIOD:** This Agreement is for the property and dates provided for on the reservation form. Check in time is 3 p.m. Check out time is 10 a.m. unless otherwise specified. We will try to accommodate early check in and late check out requests but they are not guaranteed.
- 2. INITIAL DEPOSIT AND RENTAL AGREEMENT:** The Agreement must be acknowledged and returned with the initial deposit, which must occur within five (5) days of making the reservation, or the reservation shall be automatically cancelled. Caribe Tesoro requires a 50% deposit on confirmation of booking. There is a damage deposit stated in paragraph 4.
- 3. FINAL PAYMENT:** Final payment is required sixty (60) days prior to the check in date.
- 4. SECURITY DEPOSIT:** A security deposit (cash or credit card authorization) will be collected at or before check in time. The security deposit will be refunded after departure and inspection of the rental. If secured with a cash security deposit, refund will be handled at check out. Credit card authorizations are released by Caribe Tesoro after check out but credit availability is subject to individual credit card companies and may vary. Property must be left in the same condition as upon arrival. Any damage beyond normal wear and tear, maid service or trash removal incurred to the property during the duration of this Agreement will be photographed and may be charged to the security deposit. This includes but is not limited to extraordinary cleaning requirements, furniture repair and any missing property.
- 5. PAYMENT:** Payment made by credit card will occur when the reservation is made either on-line or over the telephone. Payment can be made via Paypal or wire transfer. The Guest agrees to not claim any chargebacks or credits from his credit card company for any fees charged to his credit card, including but not limited to booking or deposits.
- 6. CANCELLATION POLICY:** Cancellation greater than 90 days is subject to forfeiture of 50% of the initial deposit. Cancellation less than 60 days will result in forfeiture of the entire rental rate. \*\*However, if the property is re-rented for all or part of the time cancelled, any retained rent or deposits shall be refunded, up to the net amount paid to Caribe Tesoro by the new Guest, less a \$200 administrative fee.
- 7. EARLY DEPARTURES:** There are no refunds for early departures. This includes departures due to inclement weather, illness or any other reason. Guests are financially responsible for the entire booking once your reservation has been made.

8. **MINIMUM AGE:** The minimum age required to make a Guest reservation is 21 years old. Parents renting for children under the age of 21 without accompanying them is not allowed.
9. **BREACH:** If a Guest or any member of their party violates any terms or conditions of this Agreement, Caribe Tesoro may terminate this Agreement and Guest shall be subject to eviction and shall be subject to forfeiture of total payments for any days remaining under lease term. Any security deposit will be handled in accordance with paragraph 4 above.
10. **WEATHER AND SPECIAL CIRCUMSTANCES:** We recommend the purchase of vacation travel insurance at Guest's expense that may protect against unforeseen weather events, evacuation from the island due to medical or weather conditions, involuntary unemployment, family sickness or death, trip interruption or other special circumstances. Further information is available upon request.
11. **UNAVAILABILITY OF PROPERTY:**

In the event the property is not available for use during the rental term due to reasons, events or circumstances beyond the control of Caribe Tesoro, Caribe Tesoro will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Caribe Tesoro shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and there are no further obligations or liabilities by either party in any manner pertaining to this Agreement.
12. **WAIVER OF LIABILITY FOR POOL:** The Guest will assume all responsibility for their party for the risk of using the pool and pool area and agrees to waive any claim whatsoever against Owner or Caribe Tesoro for accidents or claims arising from use of the pool or pool area. Any Guests 12 years old or under must be accompanied by a parent.
13. **WAIVER OF LIABILITY FOR DOCK:** The Guest will assume all responsibility for their party for the risk of using the dock and agrees to waive any claim whatsoever against Owner or Caribe Tesoro for accidents or claims arising from use of the dock. Children must be accompanied by an adult at all times.
14. **NUMBER OF GUESTS:** The number of occupants allowed for property is based upon the number of beds (including sofa sleepers) with 2 persons per bed. This number includes both adults and children who sleep any their own beds. Any additional Guests beyond this number must be authorized by Caribe Tesoro. In cases of unauthorized number of persons, Caribe Tesoro reserves the right to ask for immediate decrease in occupancy to continue the stay or to have the property vacated with no refund.
15. **REPAIRS/MAINTENANCE:** Please notify Caribe Tesoro as soon as possible if there are any problems with the property. Caribe Tesoro will make every effort to rectify any problem in a timely manner. Upon reasonable notice, Caribe Tesoro representatives or employees will have the right to enter the property at reasonable hours and times to inspect the premises, to make repairs or alterations, or show property for sale. If Caribe Tesoro is unable to secure timely repair after being notified, Caribe Tesoro reserves the right to move Guests to comparable accommodations with no rate reductions.

- 16. ENTRY and INSPECTION:** Caribe Tesoro reserves the right to enter the property at reasonable times and with reasonable advance notice for the purposes of inspecting the property or showing the property to prospective purchasers, renters or other authorized persons. If Caribe Tesoro has a reasonable belief that there is imminent danger to any person or property, Caribe Tesoro may enter the property without advanced notice.
- 17. PETS:** Pets are not allowed on the property without prior approval from Caribe Tesoro. Pet fees and deposits may be required.
- 18. SMOKING:** Smoking is strictly prohibited in any indoor area. If this policy is violated, cleaning damages of \$250.00 will be taken from the security deposit. Smokers can use the exterior balconies or outdoor areas. We ask that all cigarette and cigar butts or waste be put in the ashtray or garbage and not thrown on the tiles or anywhere outside.
- 19. AIRPORT TRANSPORTATION:** Airport transportation is guaranteed by Caribe Tesoro. We provide airport meet and greet and in home orientation. If we can accommodate the Guests in our vehicles, we will do so, but reserve the right to arrange ground transportation for the customer at their own expense.
- 20. INTERNET AND CABLE:** We provide complimentary cable TV and complimentary Wi-Fi throughout the property but we provide no guarantees regarding interruption in service for TV or internet service caused by 3<sup>rd</sup> party providers.
- 21. BALCONIES AND PATIOS:** There are several balconies and patio areas that may pose a hazard to children or others. Caribe Tesoro is not responsible for any injuries or death that may occur in, or around the property. Do not leave children unattended in these areas.
- 22. POOL TOWELS:** Please use the pool towels provided for use at the pool. Do not take bath towels to the pool or beach.
- 23. KEYS:** Guests are issued two (2) keys/keycards at check in. Guests are responsible for lost keys/keycards. In the event keys/keycards are lost, misplaced or not returned, the Guest will be responsible for a lost key/keycard charge of \$25 per key/keycard.
- 24. LOST ITEMS:** Caribe Tesoro is not responsible for lost, stolen or misplaced items. However, if notified and/or found within a reasonable amount of time, Caribe Tesoro will ship items using a valid Guest credit card.
- 25. TRASH:** Trash must be deposited in trash containers. Please do not leave trash on decks/patios or near the pool.
- 26. WAIVER OF LIABILITY, DAMAGES AND INDEMNITY:** Guest agrees to indemnify and save Owner, Caribe Tesoro representatives, employees and agents free and harmless from any claim or liability for any loss or damage whatsoever arising from or in connections with the rental of the property including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by the Guest or any Guest visitors. This also includes the pool, dock and any recreation areas that the property may be part of or connected to as well as rental equipment or transportation ordered through Caribe Tesoro representatives or employees for Guest use.

**27. LIMITATIONS OF REMEDIES:** The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this Agreement or Guest's use or occupancy of the property. If Caribe Tesoro/Owner is forced to resort to employment of legal counsel, litigation, or professional collection services in the collection of any amounts due Caribe Tesoro/Owner under this Agreement, Guest shall be responsible for all costs of litigation and collection including, but not limited to, reasonable attorney's fees if Caribe Tesoro/Owner prevails in said legal action.

**ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties and there are no representations, inducement or other provisions other than those expressed in writing as contained herein. No representations, agreements, undertakings or promises whether oral or implied or inferred have been made by either Caribe Tesoro or Guest unless expressly stated herein.

**I HAVE READ THIS ENTIRE CONTRACT AND AGREE THAT I AM RESPONSIBLE FOR ALL OF THE ABOVE. I AGREE TO BE RESPONSIBLE FOR ALL DAMAGES CAUSED BY MY PARTY. CARIBE TESORO HAS MY EXPRESS PERMISSION TO AUTHORIZE MY CREDIT CARD OR TAKE CASH FOR A SECURITY DEPOSIT IN THE AMOUNT OF \$1000.00. I UNDERSTAND THAT, SHOULD IT BE NECESSARY, THIS AUTHORIZATION WILL BE UTILIZED BY CARIBE TESORO TO CHARGE ME FOR ANY DAMAGES, MISSING ITEMS, ANY EXTRAORDINARY CLEANING TO THE UNIT AND ANY CHARGES ARISING FROM ANY VIOLATION OF THE VACATION RENTAL AGREEMENT BY MYSELF OR ANYONE IN MY PARTY.**

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**GUEST SIGNATURE**

\_\_\_\_\_  
**DATE**